INTERNATIONAL PIZZA EXPO

2016 Exhibit Space Contract

Las Vegas Convention Center • Las Vegas, NV • March 8-10, 2016

Account Representative:
B
MacIntosh

EXHIBITOR INFORMATION (note: the company name as listed below will be used for your booth sign, website listing and badges.)

Company:
Contact:
Title:
Email Address:
Second Contact:
Second Contact Email:
Phone:
Fax:
Mailing Address:
City:
State/Zip:
Country:
Website:

STEP 1: BOOTH PREFERENCES

_____(1st choice)_____(3rd choice)
_____(2nd choice) _____(4th choice)

We do not want to be adjacent to or across the aisle from:

_____

_____

(Every effort will be made to accommodate your request).

STEP 2: EXHIBIT SPACE RATES

Please indicate your booth size request and enter price.

- ☑ Standard booth(s) (10'x10') @ $2,950..... = $ _____
- ☑ Standard Open Corner(s) @ $3,050..... = $ _____
- ☐ Signed End Cap (10' x 20') at $6,800..... = $ _____
- ☐ Island of 4 @ $13,060 per group..... = $ _____
- ☐ Island of 6 @ $19,590 per group..... = $ _____
- ☐ Island of 8 @ $26,120 per group..... = $ _____
- ☐ Island of 10 @ $32,650 per group..... = $ _____
- ☐ Island of 14 @ $45,710 per group..... = $ _____
- ☐ Island of 16 @ $52,240 per group..... = $ _____
- ☐ Island of 20 @ $65,300 per group..... = $ _____

"Pizza Gold Coast" Megabooths - Includes Mega Banner, Show/Tab Divider Page Listing, Enhanced Booth Listing.

____ Mega Booth _____ sq. ft x $34.30.....= $ _____

Total Booth Fee..... = $ _____

50% Deposit, in U.S. Funds, Due With Contract ..... = $ _____
The balance is due by October 2, 2015.
Applications received after this date must include 100% deposit.
No refunds will be made after October 2, 2015.

Only those companies who have signed up and paid in full by October 2, 2015 will be included in the Official Show Guide.

Would you like to be contacted about sponsorship opportunities? Yes ☐ No ☐

Sponsorship opportunities are listed at www.PizzaExpo.com/sponsorships.cfm

STEP 3:

Will you be sampling food or beverage? Yes ☐ No ☐

STEP 4:

Do you need any of the following utilities? Water/Drain ☐ Gas ☐

STEP 5:

This is a contract for exhibit space only. Side curtains, back curtains and sign are included in this space price.

Exhibit Space Agreement

The undersigned ("Exhibitor"), as a duly authorized representative, enters into an agreement with Emerald Expositions to rent exhibit space at the above designated 2016 International Pizza Expo. Space will be assigned by Emerald Expositions at its sole discretion and may be changed for the benefit of the exposition. Exhibitor agrees to abide by official **Exhibitor Rules & Regulations and has received the booth space terms and conditions. Exhibitor agrees to pay 50% of balance due upon receipt of invoice. Final balance due for booth cost is due October 2, 2015.** If Exhibitor desires to cancel all or part of the exhibit space on or before October 2, 2015 it must do so in writing by certified mail to Emerald Expositions and Exhibitor will be charged 50% of its total cancelled exhibit space cost. Should an Exhibitor cancel after October 2, 2015, 100% of exhibit space cost is due. If Exhibitor defaults in payment, Exhibitor is liable to Emerald Expositions for collection costs, including reasonable attorney's fees. Emerald Expositions reserves the right to accept or reject exhibitor space applications and to cancel any previously accepted exhibitor space applications or contracts, at any time in its sole discretion, for any reason, or no reason, without liability to Exhibitor or any other party. This contract is not valid until it is fully executed by an authorized representative for Exhibitor and Emerald Expositions.

We understand and agree that this application for Exhibit Space becomes a binding contract when accepted in writing by Emerald Expositions, the show organizer, and we hereby agree that the attached Terms and Conditions are enforceable and are incorporated into and control this Exhibit Space Contract, once it is accepted by Emerald Expositions. We further agree that any terms and conditions associated with any purchase order we may submit in order to process payment for this Exhibit Space Contract are of no force or effect, regardless of the express language of the purchase order we submit.

Exhibitor Signature **Date**

Exhibitor Print Name **Date**

Emerald Expositions Signature **Date**

PAYMENT INSTRUCTIONS:

INSTRUCTIONS: Please complete, sign and fax this agreement to (502) 736-9502. An original, signed copy must also be mailed to: International Pizza Expo, 908 S.8th St., Suite 200, Louisville, KY 40203.

If you wish to pay the balance by cash or check, International Pizza Expo must receive the full installment booth balance prior to each installment due date. If cash or check is not received, your credit card on file will be automatically charged the installment booth balance. Payment must be received within 10 days of signing this contract.

PAYING BY CHECK: Make checks payable to "International Pizza Expo"

If paying by check, please remit to:
International Pizza Expo
908 S.8th St., Suite 200
Louisville, KY 40203

PAYING BY CREDIT CARD:

International Pizza Expo will send you an invoice via e-mail with a link to pay by credit card.

1. Defined Terms: "Agreement" means, collectively, (i) the Exhibit Space Contract for the Event and any ancillary documents associated therewith and delivered through any means at any time to Exhibitor, potentially including an Exhibitor Service Manual, and (ii) these Terms and Conditions. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. "Event" collectively means, the event or events referred to above, on the previous or facing page, or in materials attached hereto, as organized by Emerald Expositions, LLC ("Emerald"). "Facility" means the venue where the Event is held. "Exhibitor" means the company or person entering into this Agreement, as listed on the Exhibit Space Contract.

2. Agreement Acceptance, Eligibility, and Payment: This Agreement becomes binding and effective when it has been either manually signed by Exhibitor (if submitted in paper form) or submitted electronically by Exhibitor after checking the "I agree" box on the electronic application form, and, in either event, acknowledged and accepted by Emerald in writing by delivering Exhibitor a booth space assignment confirmation. Emerald may refuse acceptance of any Event application for any or no reason. Eligibility to exhibit at the Event is generally limited to persons or firms that supply products and/or services relevant to the Event. Applicants may be required to submit a description of the nature of ¬¬¬their business and the items to be exhibited. Emerald, and its respective successors and assigns, shall be authorized to rely upon (i) the signature of Exhibitor hereto on this Agreement (if manually signed) which is delivered by facsimile or PDF; or (ii) the electronic signature submitted by clicking the "I agree" box on the electronic application form, as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. Upon this Agreement becoming binding, Exhibitor agrees to pay Emerald the fees, when due, according to the payment schedule stated in the Exhibit Space Contract or on the electronic application form. If Exhibitor submits its application electronically, payment will be automatically charged and applied according to the payment schedule stated therein. Emerald has the right to charge Exhibitor a late fee of up to 1.5% per month, or the maximum amount allowable by applicable law, on all outstanding amounts owed by Exhibitor. Emerald reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to Emerald, including for ad insertions, sponsorships, booth space, or any other product or services offered by Emerald for which Exhibitor has a balance due. All fees paid by Exhibitor to Emerald are non-refundable except as specifically set forth herein. Exhibitor's payment obligations shall survive any termination of this Agreement.

3. Term: This Agreement commences effective the date it is accepted by Emerald and shall terminate upon the conclusion of the Event, including any move out activities following the Event, unless earlier terminated as stated herein.

4. Termination by Emerald: Notwithstanding anything herein to the contrary, Emerald may terminate this Agreement at any time, including during the Event, for any reason without a refund or liability to Exhibitor of any sort, and without a reduction in fees owed by Exhibitor to Emerald, and without limiting any other remedy Emerald may have: (i) if Exhibitor fails to make any payment required by this Agreement in a timely manner; (ii) upon any breach or threatened breach of this Agreement by Exhibitor; (iii) if Emerald, in its sole discretion, believes the Exhibitor's exhibit is inappropriate for any reason, including, but not limited to, (a) if Exhibitor exhibits products in competition with Exhibitor's resellers who are exhibiting at the Event, (b) if Exhibitor exhibits products different from what it stated in the application process, or under a different company or brand name, (c) if Exhibitor exhibits products or displays promotional materials that Emerald, in its sole discretion, reasonably believes infringe the proprietary rights of a third party or if we are informed that Exhibitor has been accused by a third party of infringement, or (d) if Exhibitor exhibits products that Emerald reasonably believes Exhibitor is not authorized to exhibit; or (iv) if Exhibitor becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute. Additionally, Emerald may terminate this Agreement for convenience at any time for any reason, and upon such termination, shall be liable only for the amount actually paid to Emerald by Exhibitor for renting exhibit space at the Event.

5. Termination by Exhibitor: Exhibitor may terminate this Agreement at any time by giving written notice thereof to Emerald, which termination is effective upon Emerald's acknowledgment of receipt of such written notice. Upon Exhibitor's termination of this Agreement for any reason, Exhibitor may only be due a refund of any fees paid if Exhibitor paid fees upfront and Exhibitor terminates the Agreement before such paid fees are due, payable, and non-refundable according to the payment schedule associated with this Event, as detailed in the Exhibit Space Contract or on the electronic application form. If Exhibitor submitted a credit card with an electronic application, such credit card will not be charged for payments due after Exhibitor's termination of this Agreement. Upon a termination by Exhibitor, all payments made are non-refundable, except for the percentage of the total payment that is not yet converted into a non-refundable payment (all according to the payment schedule associated with this Event, as detailed in the Exhibit Space Contract or on the electronic application form). If Exhibitor requests to reduce the size of its booth space after entering into this Agreement, Emerald may choose to reject or grant such request in its sole discretion, and Emerald may not refund any fees paid or reduce the fee payment obligation under the terms of the Agreement. Additionally, depending on space remaining available to be allocated for the Event, Emerald may require Exhibitor to move to another place on the floor and to pay an additional amount of money (in addition to what is owed under the Agreement) for such new, smaller booth space requested by Exhibitor and/or for costs associated with the move.

6. Cancellation of Event: Subject to the termination provisions contained herein, if Emerald cancels the Event, or the Event is cancelled or not held, for any reason, including as a result of force majeure, Emerald shall refund to Exhibitor its booth space rental payment previously paid, minus a share of costs and expenses incurred by Emerald, in full satisfaction of all liabilities of Emerald and Facility to Exhibitor. Additionally, Emerald reserves the right to postpone, rename or relocate the Event or change the Event dates. If Emerald changes the name of the Event, relocates the Event to another facility within the same geographic area, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, and Emerald shall assign to Exhibitor, in lieu of the original space, other space as Emerald deems appropriate, and Exhibitor agrees to accept such space under the terms of this Agreement.

7. Assumption of Risks; Release: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by or resulting from acts of Emerald, Facility, any Event participants, including exhibitors and invitees, God, including weather conditions, or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Emerald or Facility may utilize personnel to regulate the flow of attendees at the Event, but such personnel are not security guards. Exhibitor shall insure its property against damage, loss and theft and agrees to not make any claims against Emerald or Facility for any loss. Neither Emerald nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Emerald nor Facility, nor their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not. Exhibitor understands and agrees that the Event stages "Rain or Shine" and Exhibitor receives no allowance of any sort in the event of bad weather. Emerald makes no representations or warranties, express or implied, regarding the success of the Event, including the number of persons who will attend the Event, or regarding any other matter, except as explicitly set forth herein. This section shall survive any termination of this Agreement.

8. Indemnification: Exhibitor shall indemnify, defend (with legal counsel satisfactory to Emerald) and hold Emerald and Facility, and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at the Event, including the sale of merchandise sold by Exhibitor; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) by Exhibitor of any law or ordinance or of the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims arising out of or relating to Exhibitor's actions; (f) Exhibitor's acts that result in damage, harm or injury (including death) to anyone or their property at the Event; and (g) any and all loss of or damage to property or the business or profits of Exhibitor. This section shall survive any termination of this Agreement.

9. Insurance: Exhibitor shall, at its own expense, secure and maintain throughout the term of this Agreement, including move-in and move-out days, the following insurance with responsible third party insurance carriers (with an A.M. Best rating of at least A-/VII for Exhibitors insured with a domestic insurance carrier, and with a carrier approved in advance by Emerald for Exhibitors insured with an international insurance carrier): (a) Workers' compensation insurance in an amount as required by applicable law (for domestic Exhibitors); (b) Comprehensive general liability insurance with limits not less than $1,000,000 per occurrence, $2,000,000 in the aggregate, combined single limit for broad form bodily injury and property damage, including coverage for personal injury, contractual liability coverage with respect to this Agreement, and operation of mobile equipment, premises, products/completed operations liability coverage, liquor liability (if applicable), and personal/advertising injury liability coverage; (c) Automobile liability insurance with limits not less than $1,000,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable); (d) Umbrella Liability Insurance, with limits of at least $1,000,000 per occurrence and in the aggregate; and (e) Employers Liability/Stop Gap Liability Insurance with limits of at least $500,000 for each occurrence. The CGL and Automobile insurance policies shall (a) name as additional insureds Emerald, Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives and (b) be primary to any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. Copies of additional insured endorsements, primary coverage endorsements, and certificates of insurance, satisfactory to Emerald, shall be furnished to Emerald within ten (10) days of execution of this Agreement. Certified copies of the certificates of insurance shall provide that they may not be cancelled without 30 days' advance written notice to Emerald.

10. Limitation of Liability: Under no circumstances shall Emerald or Facility, or their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, be liable for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. In no event shall Emerald's maximum liability to Exhibitor, under any circumstance, exceed the amount actually paid to Emerald by Exhibitor for renting exhibit space at the Event. This section shall survive any termination of this Agreement.

11. Compliance with Laws; Taxes and Licenses: Exhibitor agrees to abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act. Exhibits must meet all required fire regulations; those that do not pass inspection will be ordered closed until all fire hazards are corrected or removed. Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. If advised by Emerald to ship merchandise to a specific location, Exhibitor will do so and will not permit the delivery of merchandise to the Facility.

12. Assignment of Space; Exhibit Space Occupancy, Use and Departure: Exhibit space for the Event shall be assigned by Emerald in its sole discretion. Emerald reserves the right to change the floor plan or to move Exhibitor to another similar size booth location prior to or during the Event for a legitimate reason, in Emerald's discretion. Exhibitor may not sublet, share or license all or any portion of its exhibit space. Emerald shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space 24 hours prior to the Event opening or leaves its space unattended at any time during the Event, Emerald shall have the right to take possession of the space and terminate this Agreement with no refund. All exhibits must be open for business at all times during the Event. If Exhibitor, through circumstances beyond its reasonable control, is delayed in arrival or set-up, it must notify the appropriate Emerald contact immediately. Additionally, (a) only Exhibitor will be permitted in its booth two (2) hours prior to published "Event Open Times;" all labor performed by contractors must be complete by that time, and no attendees may visit the booth prior to the Event Open Time; (b) Exhibitor must vacate its booth by the posted move-out time listed in the Exhibitor Service Manual; (c) no one under 18 years of age (or as required by the applicable Facility) shall be admitted on the show floor during move-in/out days of the Event; and (d) no breakdown, dismantling of exhibit, or sale and subsequent removal of exhibit merchandise is permitted before the Event officially ends. If Exhibitor violates subsection (d) hereof, it will be assessed an early breakdown fee of $500 and may be denied booth space access at future events. Exhibitors that leave excessive materials in their booth space at the end of the published move-out time will be invoiced for labor costs to remove such materials and for any disposal charges. The following sales are strictly prohibited during the Event: (a) any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event, unless approved in advance by Emerald in writing; and (c) any direct sale from Exhibitor to consumer. The Event is strictly business to business. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior written consent of Emerald.

13. Licenses; Communications: Exhibitor grants to Emerald a fully paid, perpetual, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event, and to use those items in Emerald's promotional materials. Emerald shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor from any directory or other lists or materials. Emerald may also take photographs of Exhibitor's booth space, products, guests and personnel during, before, or after the Event, and use those photographs for any promotional purpose. Emerald hereby grants to Exhibitor a limited, non-exclusive license to use, display and reproduce the name of the Event (the "Mark") solely and directly in connection with exhibiting at the Event. Unless Exhibitor receives Emerald's prior written consent, Exhibitor may not use the Mark in any other way, including but not limited to, on party invitations, for special events or on marketing materials. This limited license expires at the conclusion of the Event. Emerald may terminate this license immediately at any time for any reason or no reason. By entering into this Agreement, Exhibitor and its affiliates explicitly consent to receive fax, email, telephone and other communications from Emerald and associated businesses under 47 U.S.C. § 227 and any other applicable regulations.

14. Contractor Services: Emerald has contracted, on an exclusive basis, with official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors ("EAC") within certain guidelines. Please refer to the Exhibitor Service Manual for a listing of exclusive services and EAC guidelines.

15. Character of Displays; Use of Aisles and Common Areas; Sound: Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of Emerald and no signs, decorations, banners, advertising material or special exhibits will be permitted in such areas except by written permission of Emerald. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into the aisles under any circumstance. Balloons and stickers are prohibited in the exhibit area and Facility; handouts with gummed backing that adhere or cause adhesion are considered stickers. Exhibits must be arranged so that show attendees do not stand in the aisle while viewing the exhibit or watching demonstrations. The use of devices for mechanical reproduction of sound or music may or may not be permitted in Emerald's sole discretion. Sound of any kind must not be projected outside of Exhibitor's exhibit space. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

16. Outside Exhibits/Hospitality Suites: Exhibitor is prohibited, without Emerald's prior written approval, from displaying products or services, and/or other advertising material, in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. Exhibitor is also prohibited from conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Emerald-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through Emerald. If Exhibitor fails to occupy its exhibit space for any reason during official Event hours, Emerald reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name, but Exhibitor shall remain liable for such hotel or applicable venue fees.

17. Freight Shipment: Exhibitor should use the shipping labels provided by Emerald for the Event to ensure proper shipment and identification of freight to the Event. Shipments made in advance to the authorized Event contractor, as per instructions in the Exhibitor Service Manual, will be delivered to Exhibitor's booth. At the close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. Exhibitor must wait in person for pick-up. If Exhibitor does not remain in its booth/exhibit area for the pick-up or if the pick-up does not occur within a reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense.

18. Governing Law: This Agreement is governed by and construed in accordance with the laws of the State of New York as applied to contracts entered into and to be performed within New York. Exhibitor hereby submits to the jurisdiction of the federal and state courts located in New York County, NY, which shall constitute the exclusive venue for the resolution of any and all disputes involving the parties or arising out of, connected with or related to this Agreement or the breach of any provision of this Agreement. Exhibitor waives all objections to venue in the New York courts and all inconvenient forum objections, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.

19. Miscellaneous: Exhibitor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Emerald. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of Emerald. Failure or delay by Emerald to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between Emerald and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between Emerald and Exhibitor relating to the Event. Any amendment to this Agreement must be in writing and signed by an authorized representative of Emerald. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email of scanned copies or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.